



Davenport Villa Management
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Management and Maintenance Agreement

This agreement entered into on this _____ day of _____ 200__ by and between Davenport Villa Management (DVM) herein called “The Manager” and _____ herein called “The Owner”.

Witnesseth

WHEREAS, The Manager is engaged in the business of the property management in the State of Florida for absentee property owners, and

WHEREAS, The Owner is desirous of entering into agreement with Davenport Villa Management Incorporated as Manager under the terms, covenants and conditions hereinafter set forth, to perform professional property management services as called for by this agreement, at the property of The Owner, hereinafter called “The Property” which is located at:

Address _____

THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, both The Owner and The Manager agree to be bound as follows:

1 Exclusive Manager

The Owner hereby retains and appoints The Manager, and Manager hereby accepts such retainer and appointment, on the terms and conditions hereinafter set forth, as exclusive Manager of the Property. However, it is required that Davenport Villa Management obtain on your behalf a Lock Box which shall be situated on your door. All quests will be given the code to this box upon their arrival so that they can gain access to The Property.

2 Terms

This Agreement shall commence upon:

- a) The date of this agreement if the sale of the Property has been closed and the certificate of occupancy has been issued, or,
- b) The day after the closing between The Owner and the developer, if a certificate of occupancy has been previously been issued to the Property, or
- c) The day after a certificate of occupancy has been issued, if the sale of the Property has previously been closed.

This agreement shall remain in effect unless terminated in accordance with the provisions hereinafter set forth.

3 General Management Responsibilities

The Manager will:

- A) If required, Davenport Villa Management will change all locks to the Property to ensure that only The Manager and Owner have keys to the Property.
- B) Arrange hook up of utilities if the Property is new and set up direct debits as bill payments.
- C) Carry out a walk through inspection of the Property prior to closing if new.
- D) If the Property is to be used for short-term rentals, an initial inspection will be carried out and a report provided. If applicable, estimates will be provided to The Owner for authorization prior to any work being carried out on the home. The inspection will include:
 - I) Check all licenses and registrations are in place and check all dates for validity. Provide estimates to The Owner for obtaining new or renewals if required.
 - II) Check Property for compliance with all building, hotels and motels and safety regulations in effect for short-term rentals. An estimate will be provided to bring up to the required standard if deemed necessary.

III) Set up or change mailing addresses for utilities etc. if required.

IV) Carry out initial inspection of the Property to include pool (if applicable), lawns and plants, physical appearance and cleanliness of the Property, condition of furnishings and house wares and general marketability of the Property as a short-term rental unit. A report will be sent to The Owner and will include an estimate of any work necessary to bring the Property up to rental condition.

V) Provide information folders in the rental units.

It is the duty of The Manager to see that the Property meets the standards required by law and the standards of The Manager. Failure to comply with the findings of this inspection will result in termination of the agreement. This does not mean that The Manager must carry out any work advised, as long as the work is done within a reasonable time period to be agreed upon between The Manager and The Owner.

The cost of the initial setting up of a new home to a short-term rental is the following:

The set-up includes the following:

- Lock box for the front door key \$65.00
- Villa Info Book Free of Charge
- Annual Marketing fee (Optional)
- Signs for the villa (no smoking, etc.) \$45.00
- Lock for pool heater breaker box \$10.00
- (1) A/C panel cover with key \$45.00 each
- Pool sliding glass door metal bar for security \$35.00 each
- Fire Extinguisher (fitted and tagged, does not include fire extinguisher itself)
 - \$70.00
- Utility accounts set-up (not including deposit or connection fees)
 - \$75.00
- Locks for outside water taps \$25.00 each
- Paypak metal pool heater lock box w/keys (this goes on the actual heater)
 - \$105.00

E) Collect sales and resort tax from rentals and submit returns to the tax authorities on behalf of The Owner. In the event that a Manager pays the taxes on behalf of Owner's own bookings, The Owner is responsible for providing the tax information to The Manager at the end of the month during which the taxes were collected. All taxes related to the property such as property taxes and tangible taxes are the sole responsibility of the owner.

F) Monitor the requirements of the regulatory authorities to ensure that all homes

conform to and meet all regulation for short-term rental homes at all times. Any costs for equipment or modifications required would be passed onto The Owner for authorization prior to commencement of any work, except in the case of an emergency repair being required and The Manager is unable to contact The Owner.

- G) Maintain a key control system with a register of all keys and who holds them.
- H) Check fire extinguishers and smoke alarms regularly and arrange maintenance or service as required. All costs for remedial work will be passed to The Owner for authorization prior to commencement of any work, unless under \$200.00 in which case they will be automatically carried out.
- I) Regularly monitor the performance of professional service companies who have been contracted to provide grass cutting and lawn care services, pool servicing, pest control services, and cleaning services.
- J) Maintain a local office/welcome center in Florida to provide guest check-in and guest services, including discount attraction tickets, car rental, cruises, tours and excursions, golf packages etc.
- K) Provide a 24-hour number for emergency assistance in the local area.
- L) Provide any maintenance work required to keep the home in rental condition. Minor jobs up to \$200.00 will be carried out at the discretion of The Manager and costs deducted from the client account; jobs that will cost over \$200.00 will be passed to The Owner for authorization prior to the commencement of the work unless an emergency occurs that requires immediate attention.
- M) Check properties frequently if unoccupied and keep a log of visits and observations made.
- N) Empty mailboxes, dispose of junk mail and forward the remainder onto The Owner.
- O) Coordinate the cleaners etc. for services between rentals.
- P) Provide a welcome grocery pack or champagne and flowers for guests upon their arrival. (This is optional service that does incur additional cost).
- Q) Carry out inventory checks after guests have left prior to refunding or authorizing refunds of security deposits taken by The Manager or Owner. The Owner will be notified immediately of any discrepancy should occur.
- R) Accept no responsibility for lost, missing or damaged items, other than to report such events to The Owner. Similarly, The Manager cannot accept any responsibility for mistakes on "owner bookings" or when an Owner fails to give The Manager details of any bookings that he/she has made for his/her own use or the Property.

S) Liaise with The Owner and their insurance company in the event of any loss or damage to the property.

T) Set up separate Escrow accounts for Owner. This is to be maintained at \$1000.00 (\$1000 only) in order to pay any unexpected bills and maintenance charges that may arise and to pay management fee. Where owner pays utilities escrow of \$500 is Required For new build homes or new purchases \$2000.00 will be due which will cover the initial deposits for utilities and most of the set up fees and leave approximately \$1000.00 as a credit escrow balance. If the escrow balance falls to a nil balance at any time we will withdrawal all bookings and cease management services unless direct arrangements have been made with Davenport Villa Management.

U) Issue monthly statements, which include all Owner's property's income and expenses. Invoices will be issued in a monthly basis.

4. Owner's Responsibilities

A) The Owner agrees to pay The Manager a fee equal to \$330.00 per calendar month for general management services. In case of a rise in fees The Owner will be notified in writing and given notice to this effect.

B) The Owner hereby authorizes The Manager to act on The Owner's behalf concerning the upkeep of The Property and to liaise with insurance and utility companies as may be required.

C) The Owner or booking agent shall notify The Manager of any usage, or rentals (arrival and departure dates) arranged by The Owner or agent **immediately by email. In case of discrepancy DVM bookings will take Priority.**

D) The Owner will not hold The Manager responsible for the behavior and actions of tenants, their guests or invitees.

E) As part of the Managers responsibilities, The Owner will be registered for sales and tourist taxes with the respective departments. It will be the responsibility of The Owner to ensure that the sales and resort tax returns, together with any required tax payment, are returned to the tax authorities before the delinquent date. If The Manager is sending in returns on behalf of The Owner, then it is the responsibility of The Owner to provide the manager with all rental information on a monthly basis at the end of each month during which the income is received.

Pool Maintenance

A pool is seen as an important part of any Florida home, and keeping it clean and chemically balanced is very important for the health and safety of you and your guests, as well as the life expectancy of your pool. We will provide a weekly service to keep the pool in peak condition. The pool care service will include:

- A) Test and balance the water.
- B) Skim surface, brush walls and vacuum.
- C) Clean water line tiles.
- D) Check and adjust water level.
- E) Check all equipment.
- F) Check and clean filter.
- G) Advise of any additional work required and quote costs involved.

Yard Service

The condition of your yard can play a large factor in the overall appearance of your home, and in many cases it is the outside appearance that makes the Property stand out and appeal to the potential renter. We will provide a yard service, normally once a week in the growing season and as needed during the winter season. This service will include:

- A) Cutting the grass.
- B) Edge around shrubs, flowers and trees.
- C) Grass whip all areas adjacent to walls and fences.
- D) During the winter season, when the grass does not require to be cut as often, lawns will be kept tidy and mulch raked back into borders. Advise on any additional work required and quote costs involved.
- E) Cutting/Trimming Shrubs and Mulch Replacement are carried out as necessary.

Pest Control

Those living outside of Florida often see pest control as an unnecessary expense. It is, however, extremely important as there are hundreds of species that can invade your home which, not only can cause damage to the structure and contents of The Property, but can also cause serious discomfort to guests with their bite or sting. We will regularly chemically treat your home to assist with the elimination of all types of pests. This is a normal and recommended service for all Florida homes.

Cleaning Services

Probably the most singular important factor in creating a lasting impression of a home is its appearance when the guests first arrive. As each group vacates The Property, our cleaners will come into the home and leave it clean and ready for the next guests to arrive. Each clean is also personally inspected by one of our Directors to ensure that standards are maintained to our highest level. Each clean includes:

- A) Empty all foodstuffs from cabinets, cupboards, refrigerator, freezer etc.
- B) Check all crockery, cutlery, kitchen utensils, pots and pans etc. are cleaned and are stored correctly.
- C) Clean all kitchen work surfaces, cooker and other appliances.

- D) Sweep and wash tile and linoleum floors and vacuum all carpets.
- E) Clean all bathroom fittings, washbasins, mirrors, tiles etc.
- F) Replace soap and toilet paper rolls.
- G) Check all towels and linens. Wash, fold and replace.
- H) Put towels and face cloths in all bathrooms.
- I) Make up beds ready for the next guests.
- J) Wipe down doors.
- K) Dust and polish all tables, chairs, TVs, bedroom furniture etc.
- L) Clean marks off inside of windows.
- M) Sweep all paved areas such as patios and porches.
- N) Put out trash for collection and put new liners in bins.
- O) Immediately report any matter requiring attention to the management company.

Please note. All companies that The Manager needs to contract with to perform such services unable to be carried out by The Manager will be licensed and/or registered and/or insured as required by Florida law. The Manager accepts no responsibility whatsoever for any personal injury or negligence, performance, or lack of performance of any company, contracted directly by The Owner to perform any of the aforementioned services. The Manager will, however, make his/her best efforts to monitor the performance of any such contractors as part of the general management duties.

Termination

The agreement will remain in effect unless either party gives notice of termination. This agreement may be terminated by:

- A) The Owner upon giving 30 days written notice to The Manager. In the event that The Manager is unable to place bookings taken from The Owner's Property elsewhere, The Owner must agree to honor any such bookings taken by The Manager or their associates for a period of 90 days following The Owners written notice of termination of the agreement.
- B) The Manager upon giving 30 days written notice.
- C) The Manager in the event of failure on the part of The Owner to keep The Property at the standard required by The Manager regarding federal, state, business, building and safety regulations, maintenance, utilities, or cleanliness or any defect in repair or general appearance The Property which could harm the reputation of the agreement for the rectification of the situation by The Owner or by The Owner giving authorization to The Manager to rectify the situation.
- D) The Owner may terminate in the event of failure on the part of The Manager to adhere to the duties and responsibilities as stated in this agreement and accepted by The Owner. In this case, The Owner may terminate the agreement in writing without notice.

DECLARATION

I/we do hereby agree to the terms and conditions set out in this agreement.

In addition to the general management services, I/we wish to contract The Manager for the services listed in Appendix 1 below.

Should I/we decide to pay the utility bills myself/ourselves, I/we will not hold The Manager responsible if late payment or postal problems cause the utilities to be cut off. I/we further warrant that should the situation arise that the utilities are cut off for reason of non payment on my/our part or insufficient funds in my/our account, at a time when The Manager or its leasing agents for all costs incurred in the relocation of any and all their guests affected. It is also understood that tour operators pay for rentals the month after the guest leaves and no monies can be credited until the payment has been received.

Dated _____ this _____ day of _____ 200__

Owners Signature _____

Joint Owners Signature _____

Mailing Address: _____

Phone No: _____ Cell Phone: _____

Fax No: _____ Email: _____

For and/or on behalf of:

Erica Dolan
Property Manager
Davenport Villa Management

Please indicate with an "X" the services required:

General Management Services	\$265/month	()
Sales and Tourist Tax Preparation (Free with management services)	included	()
Yard Service	included	()
Pool Service	included	()
Pest Control (interior/exterior) (including quarterly lawn fertilizer and lawn pest control)	included	()
Cleaning Services: 3 bedrooms,	\$85/clean inc. materials	()
4 bedrooms,	\$95/clean inc. materials	()
5 bedrooms,	\$105/clean inc. materials	()
6 bedrooms,	\$125/clean inc. materials	()
Spring Cleans will be carried out bi-annually!!		
To manage and pay Utilities this will be	\$45/month	()

Please note these prices are fixed for one year, after which they may be subject to change upon one month's written notice from The Manager.

***PLEASE COMPLETE THE AGREEMENT AND RETURN ALL PAGES TO DAVENPORT VILLA MANAGEMENT'S CONFIRMATION OF RECEIPT**

APPENDIX 1-B

Please indicate with an "X" the services required:

General Management Services	\$330/month	()
Sales and Tourist Tax Preparation (Free with management services)	included	()

Yard Service	included	()
Pool Service	included	()
Pest Control (interior/exterior) (including quarterly lawn fertilizer and lawn pest control)	included	()
Cleaning Services: 3 bedrooms,	\$85/clean inc. materials	()
4 bedrooms,	\$95/clean inc. materials	()
5 bedrooms,	\$105/clean inc. materials	()
6 bedrooms,	\$125/clean inc. materials	()
To manage and pay Utilities this will be	\$45/month	()

Please note these prices are fixed for one year, after which they may be subject to change upon one month's written notice from The Manager.

***PLEASE COMPLETE THE AGREEMENT AND RETURN ALL PAGES TO DAVENPORT VILLA MANAGEMENT'S CONFIRMATION OF RECEIPT**